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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 AMAZON.COM, INC., a Delaware
11 corporation; AMAZON.COM SERVICES LLC,
12 a Delaware limited liability company; and
13 LIFEVAC LLC, a New York limited liability
14 company,

15 Plaintiffs,

16 v.

17 SHIPJEANNIE LLC, a Texas limited liability
18 company; LAISONG YE, an individual; SAJID
19 ALI, an individual; MUHAMMAD ANAS, an
20 individual; ZEBA ASAD, an individual;
21 XINLEI CHEN, an individual; JOSHUA
22 JESUS FELIX, an individual; MUHAMMAD
23 ADIL ISMAIL, an individual; ISHRAT KAZI,
24 an individual; SYED KAMRAN HUSSAIN
25 KAZMI, an individual; MUHAMMAD
26 LUQMAN, an individual; MUHAMMAD
27 NOMAN, an individual; NAWIDULLAH
SIDIGI, an individual; IFTIKHAR SULTAN,
an individual; ASAD ULLAH, an individual;
SHAH ZAMAN, an individual; Individuals
and/or Entities Doing Business as Certain
Amazon Selling Accounts Identified in
SCHEDEULE 1; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF**

I. INTRODUCTION

1. This case involves Defendants' unlawful and expressly prohibited sale of counterfeit LifeVac LLC ("LifeVac") choking rescue devices. Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon") and LifeVac (together with Amazon, "Plaintiffs") jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon's and LifeVac's customers, reputations, and intellectual property ("IP"), and to hold Defendants accountable for their illegal actions.

2. Amazon.com Services LLC owns and operates the Amazon.com store (the “Amazon Store”), and Amazon’s affiliates own and operate equivalent counterpart international stores and websites. Amazon’s stores offer products and services to customers in more than 100 countries around the globe. Some of the products are sold directly by Amazon entities, while others are sold by Amazon’s numerous third-party selling partners. The Amazon brand is one of the most well-recognized, valuable, and trusted brands in the world. To protect its customers and safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources to prevent counterfeit and infringing goods from being sold in its stores. In 2022 alone, Amazon invested over \$1.2 billion and employed more than 15,000 people to protect its stores from fraud and abuse. Amazon stopped over 800,000 suspected bad-actor selling accounts before they published a single listing for sale.

3. LifeVac CEO Arthur Lih founded LifeVac in 2013 with a single goal—to produce a simple and safe upper airway clearing device capable of aiding in choking emergencies and thus saving lives. The result was a non-powered, non-invasive, single-use pump effective in resuscitating choking victims in circumstances where current choking protocols were followed without success. These devices operate by creating an airtight suction when placed over the mouth of a choking person, thereby removing food or other objects lodged in their airway. In the years since its founding, LifeVac has designed and manufactured choking rescue devices for use in and out of the home on both small children and adults. These devices have been adopted for use by EMTs, police and fire departments, and schools around the country. Currently sold

throughout the United States, Canada, Australia, Japan, the United Kingdom, and much of Europe, LifeVac's choking rescue devices have saved over 1,300 lives.

4. LifeVac owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, LifeVac owns the following registered trademark (the “LifeVac Trademark”).

| <u>Mark</u> | <u>Registration No. (International Classes)</u> |
|-------------|---|
| LIFEVAC | 6,735,265 (10) |

True and correct copies of the registration certificate for the LifeVac Trademark is attached as
Exhibit A.

5. At various times between 2014 and 2023, Defendants registered selling accounts with Amazon to sell in the Amazon Store. From October 11, 2022, to June 22, 2023, Defendants advertised, marketed, offered, distributed, and sold counterfeit LifeVac products in the Amazon Store, using the LifeVac Trademark, without authorization, in order to deceive customers about the authenticity and origin of the products and the products' affiliation with LifeVac.

6. As a result of their illegal actions, Defendants have infringed and misused LifeVac's IP; breached their contracts with Amazon; willfully deceived and harmed Amazon, LifeVac, and their customers; compromised the integrity of the Amazon Store; and undermined the trust that customers place in Amazon and LifeVac. Defendants' illegal actions have caused Amazon and LifeVac to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, LifeVac, and their customers.

II. PARTIES

7. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal place of business in Seattle, Washington.

1 8. LifeVac is a New York limited liability company with its principal place of
 2 business in Nesconset, New York.

3 9. Defendants are a collection of individuals and entities, both known and unknown,
 4 who conspired and operated in concert with each other to engage in the counterfeiting scheme
 5 alleged in this Complaint. Defendants are the individuals and entities who operated, controlled,
 6 and/or were responsible for the selling accounts detailed in **Schedule 1** attached hereto
 7 (“Defendants’ Selling Accounts” or “Selling Accounts”). Defendants are subject to liability for
 8 their wrongful conduct both directly and under principles of secondary liability including,
 9 without limitation, *respondeat superior*, vicarious liability, and/or contributory infringement.

10 10. On information and belief, Defendant ShipJeannie LLC (“Defendant
 11 ShipJeannie”) is a Texas limited liability company with its principal place of business in Dallas,
 12 Texas, and which participated in and/or had the right and ability to supervise, direct, and control
 13 the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a result
 14 of that wrongful conduct. Defendant ShipJeannie controlled and operated the Everyday Seller
 15 Mart Selling Account. On information and belief, Defendant ShipJeannie acted in concert with
 16 the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1. On
 17 further information and belief, Defendant ShipJeannie is also a logistics provider used by
 18 Defendants in connection with certain of their Selling Accounts.

19 11. On information and belief, Defendant Laisong Ye¹ (“Defendant Ye”) is an
 20 individual who personally participated in and/or had the right and ability to supervise, direct, and
 21 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 22 result of that wrongful conduct. Defendant Ye controlled and operated the Ubaidlla LLC4
 23 Selling Account. On further information and belief, Defendant Ye acted in concert with the
 24 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

25 12. On information and belief, Defendant Sajid Ali (“Defendant Ali”) is an individual
 26 who personally participated in and/or had the right and ability to supervise, direct, and control

27 ¹ Laisong Ye is the pinyin translation for the Defendant’s name 叶来松.

1 the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a result
 2 of that wrongful conduct. Defendant Ali controlled and operated the Royal Made Selling
 3 Account. On further information and belief, Defendant Ali acted in concert with the individuals
 4 and/or entities who operated the other Selling Accounts listed in Schedule 1.

5 13. On information and belief, Defendant Muhammad Anas (“Defendant Anas”) is an
 6 individual who personally participated in and/or had the right and ability to supervise, direct, and
 7 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 8 result of that wrongful conduct. Defendant Anas controlled and operated the KlicknGo LLC
 9 Selling Account. On further information and belief, Defendant Anas acted in concert with the
 10 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

11 14. On information and belief, Defendant Zeba Asad (“Defendant Asad”) is an
 12 individual who personally participated in and/or had the right and ability to supervise, direct, and
 13 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 14 result of that wrongful conduct. Defendant Asad controlled and operated the New Era Fashions
 15 Selling Account. On further information and belief, Defendant Asad acted in concert with the
 16 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

17 15. On information and belief, Defendant Xinlei Chen (“Defendant Chen”) is an
 18 individual who personally participated in and/or had the right and ability to supervise, direct, and
 19 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 20 result of that wrongful conduct. Defendant Chen controlled and operated the Irfan Zone LLC
 21 Selling Account. On further information and belief, Defendant Chen acted in concert with the
 22 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

23 16. On information and belief, Defendant Joshua Jesus Felix (“Defendant Felix”) is
 24 an individual residing in Dallas, Texas, who personally participated in and/or had the right and
 25 ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and
 26 derived a direct financial benefit as a result of that wrongful conduct. Defendant Felix controlled
 27 and operated the Everyday Seller Mart Selling Account. On information and belief, Defendant

1 Felix acted in concert with the individuals and/or entities who operated the other Selling
 2 Accounts listed in Schedule 1. On further information and belief, Defendant Felix owns and
 3 operates Defendant ShipJeannie, a logistics provider used by Defendants in connection with
 4 certain of their Selling Accounts.

5 17. On information and belief, Defendant Muhammad Adil Ismail (“Defendant
 6 Ismail”) is an individual who personally participated in and/or had the right and ability to
 7 supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a
 8 direct financial benefit as a result of that wrongful conduct. Defendant Ismail controlled and
 9 operated the Big Velo Mart Selling Account. On further information and belief, Defendant
 10 Ismail acted in concert with the individuals and/or entities who operated the other Selling
 11 Accounts listed in Schedule 1.

12 18. On information and belief, Defendant Ishrat Kazi (“Defendant Kazi”) is an
 13 individual who personally participated in and/or had the right and ability to supervise, direct, and
 14 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 15 result of that wrongful conduct. Defendant Kazi controlled and operated the Manomust Selling
 16 Account. On further information and belief, Defendant Kazi acted in concert with the individuals
 17 and/or entities who operated the other Selling Accounts listed in Schedule 1.

18 19. On information and belief, Defendant Syed Kamran Hussain Kazmi (“Defendant
 19 Kazmi”) is an individual who personally participated in and/or had the right and ability to
 20 supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a
 21 direct financial benefit as a result of that wrongful conduct. On information and belief,
 22 Defendant Kazmi controlled and operated the Everyday Seller Mart Selling Account. Also on
 23 information and belief, Defendant Kazmi acted in concert with the individuals and/or entities
 24 who operated the other Selling Accounts listed in Schedule 1. On further information and belief,
 25 Defendant Kazmi owns and operates Defendant ShipJeannie, a logistics provider used by
 26 Defendants in connection with certain of their Selling Accounts.

1 20. On information and belief, Defendant Muhammad Luqman (“Defendant
 2 Luqman”) is an individual who personally participated in and/or had the right and ability to
 3 supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a
 4 direct financial benefit as a result of that wrongful conduct. Defendant Luqman controlled and
 5 operated the M-Ecom LLC Selling Account. On further information and belief, Defendant
 6 Luqman acted in concert with the individuals and/or entities who operated the other Selling
 7 Accounts listed in Schedule 1.

8 21. On information and belief, Defendant Muhammad Noman (“Defendant Noman”) is
 9 an individual who personally participated in and/or had the right and ability to supervise,
 10 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
 11 benefit as a result of that wrongful conduct. Defendant Noman controlled and operated the
 12 Herbert Store LLC Selling Account. On further information and belief, Defendant Noman acted
 13 in concert with the individuals and/or entities who operated the other Selling Accounts listed in
 14 Schedule 1.

15 22. On information and belief, Defendant Nawidullah Sidigi (“Defendant Sidigi”) is
 16 an individual who personally participated in and/or had the right and ability to supervise, direct,
 17 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit
 18 as a result of that wrongful conduct. Defendant Sidigi controlled and operated the A-ISI Selling
 19 Account. On further information and belief, Defendant Sidigi acted in concert with the
 20 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

21 23. On information and belief, Defendant Iftikhar Sultan (“Defendant Sultan”) is an
 22 individual who personally participated in and/or had the right and ability to supervise, direct, and
 23 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
 24 result of that wrongful conduct. Defendant Sultan controlled and operated the CNB Mart Selling
 25 Account. On further information and belief, Defendant Sultan acted in concert with the
 26 individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.
 27

24. On information and belief, Defendant Asad Ullah (“Defendant Ullah”) is an individual who personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a result of that wrongful conduct. Defendant Ullah controlled and operated the New Era Fashions Selling Account. On further information and belief, Defendant Ullah acted in concert with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

25. On information and belief, Defendant Shah Zaman (“Defendant Zaman”) is an individual who personally participated in and/or had the right and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a result of that wrongful conduct. Defendant Zaman controlled and operated the Lucky’s Mart Selling Account. On further information and belief, Defendant Zaman acted in concert with the individuals and/or entities who operated the other Selling Accounts listed in Schedule 1.

26. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are individuals and/or entities working in active concert with each other and named Defendants to knowingly and willfully manufacture, import, advertise, market, offer, distribute, and sell counterfeit LifeVac products. The identities of the Doe Defendants are presently unknown to Plaintiffs.

III. JURISDICTION AND VENUE

27. The Court has subject matter jurisdiction over LifeVac’s Lanham Act claim for trademark counterfeiting and trademark infringement, and Amazon’s and LifeVac’s Lanham Act claims for false designation of origin and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim, and Amazon’s and LifeVac’s claims for violation of the Washington Consumer Protection Act, pursuant to 28 U.S.C. §§ 1332 and 1367.

28. The Court has personal jurisdiction over Defendants because they transacted business and committed tortious acts within and directed to the State of Washington, and Amazon's and LifeVac's claims arise from those activities. Defendants affirmatively undertook

1 to do business with Amazon, a corporation with its principal place of business in Washington,
 2 and sold in the Amazon Store products bearing counterfeit versions of the LifeVac Trademark
 3 and which otherwise infringed LifeVac's IP. Additionally, certain of Defendants' Selling
 4 Accounts listed in Schedule 1 shipped products bearing counterfeit versions of the LifeVac
 5 Trademark to consumers in Washington. Each Defendant committed, or facilitated the
 6 commission of, tortious acts in Washington and has wrongfully caused Amazon and LifeVac
 7 substantial injury in Washington.

8 29. Further, Defendants have consented to the jurisdiction of this Court by agreeing to
 9 the Amazon Services Business Solutions Agreement ("BSA"), which provides that the
 10 "Governing Courts" for claims to enjoin infringement or misuse of IP rights and claims related to
 11 the sale of counterfeit products in the Amazon Store are the state or federal courts located in
 12 King County, Washington.

13 30. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
 14 substantial part of the events giving rise to the claims occurred in the Western District of
 15 Washington. Venue is also proper in this Court because Defendants consented to it under the
 16 BSA.

17 31. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division
 18 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving
 19 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

20 IV. FACTS

21 A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods

22 32. Amazon works hard to build and protect the reputation of its stores as a place
 23 where customers can conveniently select from a wide array of authentic goods and services at
 24 competitive prices. Amazon invests vast resources to ensure that when customers make
 25 purchases in Amazon's stores—either directly from Amazon entities or from one of its millions
 26 of third-party sellers—customers receive authentic products made by the true manufacturer of
 27 those products.

1 33. A small number of bad actors seek to take advantage of the trust customers place
 2 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer,
 3 distribute, and sell counterfeit products. These bad actors seek to misuse and infringe the
 4 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its
 5 customers. This unlawful and expressly prohibited conduct undermines the trust that customers,
 6 sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation,
 7 thereby causing irreparable harm to Amazon.

8 34. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
 9 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
 10 and others to improve the detection and prevention of counterfeit products from ever being
 11 offered to customers in Amazon's stores. Amazon employs dedicated teams of software
 12 engineers, research scientists, program managers, and investigators to prevent counterfeits from
 13 being offered in Amazon's stores. Amazon's systems automatically and continuously scan
 14 thousands of data points to prevent, detect, and remove counterfeits from its stores and to
 15 terminate the selling accounts of bad actors before they can offer counterfeit products. When
 16 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also
 17 uses this intelligence to improve its proactive prevention controls.

18 35. In 2017, Amazon launched Brand Registry, a free service that offers rights owners
 19 an enhanced suite of tools for monitoring and reporting potential instances of infringement,
 20 regardless of their relationship with Amazon. Brand Registry delivers automated brand
 21 protections that use machine learning to predict infringement and proactively protect brand's IP.
 22 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search for
 23 and report potentially infringing products using state-of-the-art image search technology. In
 24 2022, through continued improvements in Amazon's automated protections, brands found fewer
 25 infringing products in Amazon's stores, with the number of valid notices of infringement
 26 submitted by brands in Brand Registry decreasing by more than 35% from 2021.

1 36. In 2018, Amazon launched Transparency, a product serialization service that
 2 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
 3 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
 4 law enforcement, and customers to determine the authenticity of any Transparency-enabled
 5 product, regardless of where the product was purchased. In 2022, over 33,000 brands were using
 6 Transparency, an increase of 40% from 2021, enabling the protection of more than 900 million
 7 product units across the supply chain.

8 37. In 2019, Amazon launched Project Zero, a program to empower brands to help
 9 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit
 10 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.
 11 This enables brands to take down counterfeit product offerings on their own within minutes. In
 12 2022, there were more than 22,000 brands enrolled in Project Zero. For every listing removed by
 13 a brand, Amazon's automated protections removed more than 1,000 listings through scaled
 14 technology and machine learning, stopping those listings from appearing in Amazon's stores.

15 38. Amazon continues to innovate to stay ahead of bad actors, and requires new and
 16 existing selling partners to verify their identity and documentation. Amazon investigators review
 17 the seller-provided identity documents to determine whether those documents are both valid and
 18 legitimate, such as confirming that the seller has provided a fully legible copy of the document,
 19 verifying that the document matches the information the seller provided to Amazon with respect
 20 to their identity, and analyzing whether the document shows any signs of alteration, tampering,
 21 or fabrication. These measures have made it more difficult for bad actors to hide. Amazon's
 22 seller verification, coupled with continued advancements in Amazon's machine learning-based
 23 detection, are deterring bad actors from even attempting to create new Amazon selling accounts.
 24 The number of bad actor attempts to create new selling accounts decreased from 6 million
 25 attempts in 2020, to 2.5 million attempts in 2021, to 800,000 attempts in 2022.

26 39. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the
 27 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's selling

1 account, withholds funds disbursement, and investigates whether other accounts are involved in
 2 unlawful activities.

3 40. In addition to the measures discussed above, Amazon actively cooperates with
 4 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in
 5 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of
 6 Amazon's efforts to combat counterfeits and other inauthentic products.

7 **B. LifeVac and Its Anti-Counterfeiting Efforts**

8 41. LifeVac is currently enrolled in Brand Registry and Project Zero, and is also a
 9 participant in the Transparency program. LifeVac began actively using the tools and protections
 10 provided by these programs in response to counterfeiting activity including that described in this
 11 Complaint.

12 **C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell
 13 Counterfeit Goods, and Agreed to Provide Accurate Information to Amazon**

14 42. At various times between September 2014 and April 2023, Defendants
 15 established, controlled, and operated the Selling Accounts detailed in Schedule 1. From October
 16 2022 through June 2023, Defendants sought to advertise, market, offer, distribute, and sell
 17 counterfeit LifeVac products through those Selling Accounts. In connection with these Selling
 18 Accounts, Defendants provided Amazon with names, physical and email addresses, phone
 19 numbers, and bank account numbers, among other information. Plaintiffs were able to identify
 20 all but two named Defendants as the primary recipients of the proceeds of the counterfeiting
 21 sales for each selling account based on investigation of certain financial information that
 22 Defendants provided to Amazon. Plaintiffs identified Defendants Felix and Kazmi through
 23 investigation of shipping information related to packages sent to Amazon by Defendants in
 24 connection with certain of their Selling Accounts.

25 43. To become a third-party seller in the Amazon Store, sellers are required to agree
 26 to the BSA, which governs the applicant's access to and use of Amazon's services and states
 27 Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents

1 and warrants that it “will comply with all applicable Laws in [the] performance of its obligations
 2 and exercise of its rights” under the BSA. A true and correct copy of the applicable versions of
 3 the BSA, namely, the versions Defendants last agreed to when using Amazon’s services, is
 4 attached as **Exhibit B**.

5 44. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit
 6 goods as “deceptive, fraudulent, or illegal activity” in violation of Amazon’s policies, reserving
 7 the right to withhold payments and terminate the selling account of any bad actor who engages in
 8 such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon
 9 harmless against any claims or losses arising from the seller’s “actual or alleged infringement of
 10 any Intellectual Property Rights.” *Id.* ¶ 6.1.

11 45. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,
 12 Amazon’s Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.
 13 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon
 14 Store:

- 15 • The sale of counterfeit products is strictly prohibited.
- 16 • You may not sell any products that are not legal for sale, such as products that
 have been illegally replicated, reproduced, or manufactured[.]
- 17 • You must provide records about the authenticity of your products if Amazon
 requests that documentation[.]

19 Failure to abide by this policy may result in loss of selling privileges, funds being
 20 withheld, destruction of inventory in our fulfillment centers, and other legal
 consequences.

21 *Id.*

22 46. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to
 23 preventing the sale and distribution of counterfeit goods in the Amazon Store together with the
 24 consequences of doing so:

- 25 • Sell Only Authentic and Legal Products. It is your responsibility to source,
 sell, and fulfill only authentic products that are legal for sale. Examples of
 prohibited products include:
 - 27 ○ Bootlegs, fakes, or pirated copies of products or content

- 1 ○ Products that have been illegally replicated, reproduced, or manufactured
- 2 ○ Products that infringe another party's intellectual property rights
- 3 ● Maintain and Provide Inventory Records. Amazon may request that you
- 4 provide documentation (such as invoices) showing the authenticity of your
- 5 products or your authorization to list them for sale. You may remove pricing
- 6 information from these documents, but providing documents that have been
- 7 edited in any other way or that are misleading is a violation of this policy and
- 8 will lead to enforcement against your account.
- 9 ● Consequences of Selling Inauthentic Products. If you sell inauthentic
- 10 products, we may immediately suspend or terminate your Amazon selling
- 11 account (and any related accounts), destroy any inauthentic products in our
- 12 fulfillment centers at your expense, and/or withhold payments to you.
- 13 ● Amazon Takes Action to Protect Customers and Rights Owners. Amazon also
- 14 works with manufacturers, rights holders, content owners, vendors, and
- 15 sellers to improve the ways we detect and prevent inauthentic products from
- 16 reaching our customers. As a result of our detection and enforcement
- 17 activities, Amazon may:
- 18 ○ Remove suspect listings.
- 19 ○ Take legal action against parties who knowingly violate this policy and
- 20 harm our customers. In addition to criminal fines and imprisonment,
- 21 sellers and suppliers of inauthentic products may face civil penalties
- 22 including the loss of any amounts received from the sale of inauthentic
- 23 products, the damage or harm sustained by the rights holders, statutory
- 24 and other damages, and attorney's fees.
- 25 ● Reporting Inauthentic Products. We stand behind the products sold on our site
- 26 with our A-to-z Guarantee, and we encourage rights owners who have
- 27 product authenticity concerns to notify us. We will promptly investigate and
- 28 take all appropriate actions to protect customers, sellers, and rights holders.
- 29 You may view counterfeit complaints on the Account Health page in Seller
- 30 Central.

20 *Id.*

21 47. Additionally, under the terms of the BSA, sellers agree that the information and

22 documentation they provide to Amazon in connection with their selling accounts—such as

23 identification, contact, and banking information—will, at all times, be valid, truthful, accurate,

24 and complete. Specifically, the BSA requires that:

- 25 ● As part of the application process, you must provide us with your (or your
- 26 business') legal name, address, phone number and e-mail address, as well as
- 27 any other information we may request. Ex. B. ¶ 1.

- 1 • You will use only a name you are authorized to use in connection with a[ny
2 Amazon] Service and will update all of the information you provide to us in
3 connection with the Services as necessary to ensure that it at all times remains
4 accurate, complete, and valid. *Id.* ¶ 2.
- 5 • Each party represents and warrants that: (a) if it is a business, it is duly
6 organized, validly existing and in good standing under the Laws of the
7 country in which the business is registered and that you are registering for the
8 Service(s) within such country; (b) it has all requisite right, power, and
9 authority to enter this Agreement, perform its obligations, and grant the rights,
10 licenses, and authorizations in this Agreement; (c) any information provided
11 or made available by one party to another party or its Affiliates is at all times
12 accurate and complete[.] *Id.* ¶ 5.

13 48. When Defendants registered as third-party sellers in the Amazon Store, and
14 established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell
15 counterfeit products, and agreed to provide Amazon with accurate and complete information and
16 to ensure that information remained as such.

17 **D. Defendants' Sale of Counterfeit LifeVac Products and False Information
18 Provided to Amazon**

19 49. On information and belief, Defendants registered their Selling Accounts and
20 advertised, marketed, offered, distributed, and sold counterfeit LifeVac-branded products in the
21 Amazon Store. The counterfeit LifeVac-branded products sold by Defendants are identified and
22 described in Schedule 1.

23 50. LifeVac has conducted test purchases of LifeVac-branded products sold by each
24 of Defendants' Selling Accounts and determined that the products are counterfeit, that each bears
25 a counterfeit LifeVac Trademark, and that LifeVac has never authorized the sale of such
26 products, as detailed in **Schedule 1**.

27 51. In addition, as further detailed in Schedule 1, certain Defendants submitted
28 falsified invoices to Amazon purporting to show that their counterfeit products came from a
29 supplier of authentic products.

30 **E. Defendants' Coordinated Sale of Counterfeit LifeVac Products**

31 52. On information and belief, Defendants operated in concert with one another in
32 their advertising, marketing, offering, distributing, and selling of inauthentic LifeVac-branded

1 products. Defendants are associated through common physical addresses, similar falsified
 2 invoices provided to Amazon in connection with their Selling Accounts, and through common
 3 Internet Protocol networks and addresses used to access those Selling Accounts.

4 53. Many Defendants are further connected through Defendant ShipJeannie, a Dallas,
 5 Texas-based logistics company owned and operated by Defendants Felix and Kazmi. In
 6 connection with many of their Selling Accounts, Defendants used ShipJeannie to ship counterfeit
 7 LifeVac products, including to Amazon fulfillment centers.² On information and belief, and as
 8 noted above, Defendants ShipJeannie, Felix, and Kazmi are also collectively responsible for the
 9 control and operation of the Everyday Seller Mart Selling Account.

10 **F. Amazon Shut Down Certain of Defendants' Selling Accounts**

11 54. By selling counterfeit and infringing LifeVac products, Defendants falsely
 12 represented to Amazon and its customers that the products Defendants sold were genuine
 13 products made by LifeVac. Defendants also knowingly and willfully used LifeVac's IP in
 14 connection with the advertising, marketing, offering, distributing, and selling of counterfeit and
 15 infringing LifeVac products.

16 55. At all times, Defendants knew they were prohibited from violating third-party IP
 17 rights or any applicable laws while selling products in the Amazon Store, from providing
 18 inaccurate information to Amazon and its customers, from misrepresenting the authenticity of
 19 the products sold, and from misleading Amazon and its customers through their sale of
 20 inauthentic LifeVac products. Defendants have breached the terms of their agreements with
 21 Amazon, deceived Amazon's customers and Amazon, infringed and misused the IP rights of
 22 LifeVac, harmed the integrity of and customer trust in the Amazon Store, and tarnished
 23 Amazon's and LifeVac's brands.

24
 25
 26 2 A fulfillment center, or FC, is a building that houses inventory and fulfills customer orders. FCs are generally
 27 equipped to perform a variety of tasks including receiving inventory, shipping packages to customers, and
 transshipping inventory to other FCs.

1 56. After Amazon verified Defendants' sale of counterfeit LifeVac products, it
2 blocked Defendants' Selling Accounts. In doing so, Amazon exercised its rights under the BSA
3 to protect its customers and the reputations of Amazon and LifeVac.

4 57. Pursuant to Amazon's A-to-z guarantee, Amazon also proactively issued full
5 refunds to customers who purchased purported LifeVac products from Defendants. Defendants
6 have not reimbursed Amazon.

V. CLAIMS

FIRST CLAIM

(by LifeVac against all Defendants)

Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114

10 58. Plaintiff LifeVac incorporates by reference the allegations of the preceding
11 paragraphs as though set forth herein.

12 59. Defendants' activities constitute counterfeiting and infringement of the LifeVac
13 Trademark as described in the paragraphs above.

14 60. LifeVac owns the LifeVac Trademark and advertises, markets, offers, distributes,
15 and sells its products using the LifeVac Trademark described above and uses that trademark to
16 distinguish its products from the products and related items of others in the same or related
17 fields.

18 61. Because of LifeVac's long, continuous, and exclusive use of the LifeVac
19 Trademark identified in this Complaint, the trademark has come to mean, and is understood by
20 customers and the public to signify, products from LifeVac.

21 62. Defendants unlawfully advertised, marketed, offered, distributed, and sold
22 products bearing counterfeit and infringing versions of the LifeVac Trademark with the intent
23 and likelihood of causing customer confusion, mistake, and deception as to the products' source,
24 origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that
25 the products originated from, were affiliated with, and/or were authorized by LifeVac and likely
26 caused such erroneous customer beliefs.

1 63. As a result of Defendants' wrongful conduct, LifeVac is entitled to recover its
2 actual damages, Defendants' profits attributable to the infringement, treble damages, and
3 attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, LifeVac is entitled to
4 statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

5 64. LifeVac is further entitled to injunctive relief, including an order impounding all
6 counterfeit and infringing products and promotional materials in Defendants' possession.
7 LifeVac has no adequate remedy at law for Defendants' wrongful conduct because, among other
8 things: (a) the LifeVac Trademark is a unique and valuable property that has no readily-
9 determinable market value; (b) Defendants' counterfeiting and infringing activities constitute
10 harm to LifeVac and its reputation and goodwill such that LifeVac could not be made whole by
11 any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is
12 likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity
13 of the counterfeit and infringing materials; and (d) the resulting harm to LifeVac, due to
14 Defendants' wrongful conduct is likely to be continuing.

SECOND CLAIM

(by LifeVac against all Defendants)

False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

17 65. Plaintiff LifeVac incorporates by reference the allegations of the preceding
18 paragraphs as though set forth herein.

19 66. LifeVac owns the LifeVac Trademark and advertises, markets, offers, distributes,
20 and sells its products using that trademark described above and uses the trademark to distinguish
21 its products from the products and related items of others in the same or related fields.

22 67. Because of LifeVac's long, continuous, and exclusive use of the LifeVac
23 Trademark identified in this Complaint, the trademark has come to mean, and is understood by
24 customers, users, and the public, to signify products from LifeVac.

25 68. Defendants' wrongful conduct includes the infringement of the LifeVac
26 Trademark in connection with Defendants' commercial advertising, marketing, offering,
27 distributing, and selling of counterfeit LifeVac products in interstate commerce.

1 69. In advertising, marketing, offering, distributing, and selling products bearing
2 counterfeit versions of the LifeVac Trademark, Defendants have used, and on information and
3 belief continue to use, the trademark referenced above to compete unfairly with LifeVac and to
4 deceive customers. Upon information and belief, Defendants' wrongful conduct misleads and
5 confuses customers and the public as to the origin and authenticity of the goods and services
6 advertised, marketed, offered, distributed, or sold in connection with the LifeVac Trademark and
7 wrongfully trades upon LifeVac's goodwill and business reputation.

8 70. Defendants' conduct constitutes (a) false designation of origin, (b) false or
9 misleading description, and (c) false or misleading representation that products originate from or
10 are authorized by LifeVac, all in violation of 15 U.S.C. § 1125(a)(1)(A).

11 71. Defendants' conduct also constitutes willful false statements in connection with
12 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.
13 § 1125(a)(1)(B).

14 72. LifeVac is entitled to an injunction against Defendants, their officers, agents,
15 representatives, servants, employees, successors and assigns, and all other persons in active
16 concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts
17 have caused irreparable injury to LifeVac. On information and belief, that injury is continuing.
18 An award of monetary damages cannot fully compensate LifeVac for its injuries, and LifeVac
19 lacks an adequate remedy at law.

20 73. LifeVac is further entitled to recover Defendants' profits, LifeVac's damages for
21 its losses, and LifeVac's costs to investigate and remediate Defendants' conduct and bring this
22 action, including its attorneys' fees, in an amount to be determined. LifeVac is also entitled to
23 the trebling of any damages award as allowed by law.

THIRD CLAIM

(by Amazon against all Defendants)

False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

26 74. Plaintiff Amazon incorporates by reference the allegations of the preceding
27 paragraphs as though set forth herein.

1 75. Amazon's reputation for trustworthiness is at the heart of its relationship with
 2 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation
 3 because they undermine and jeopardize customer trust in the Amazon Store.

4 76. Specifically, Defendants deceived Amazon and its customers about the
 5 authenticity of the products they were advertising, marketing, offering, distributing, and selling,
 6 in direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies.
 7 Defendants' deceptive acts were material to Amazon's decision to allow Defendants to sell their
 8 products in the Amazon Store because Amazon would not have allowed Defendants to do so but
 9 for their deceptive acts.

10 77. In advertising, marketing, offering, distributing, and selling counterfeit LifeVac
 11 products in the Amazon Store, Defendants made false and misleading statements of fact about
 12 the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

13 78. Defendants' acts also constitute willful false statements in connection with goods
 14 and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

15 79. As described above, Defendants, through their illegal acts, have willfully
 16 deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon
 17 Store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers.
 18 Defendants' misconduct has also caused Amazon to expend significant resources to investigate
 19 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from
 20 causing further harm to Amazon and its customers. Defendants' illegal acts have caused
 21 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the
 22 extent that Defendants continue to establish selling accounts under different or false identities.
 23 An award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus
 24 Amazon lacks an adequate remedy at law.

25 80. Amazon is entitled to an injunction against Defendants, their officers, agents,
 26 representatives, servants, employees, successors and assigns, and all other persons in active
 27

1 concert or participation with them, as set forth in the Prayer for Relief below, along with its
2 attorneys' fees and costs in investigating and bringing this lawsuit.

3 81. Amazon is also entitled to recover its damages arising from Defendants' sale of
4 counterfeit products in the Amazon Store.

FOURTH CLAIM

(by LifeVac and Amazon against all Defendants)

Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.

7 82. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
8 though set forth herein.

9 83. Defendants' advertising, marketing, offering, distributing, and selling of
10 counterfeit LifeVac products constitute an unfair method of competition and unfair and deceptive
11 acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

12 84. Defendants' advertising, marketing, offering, distributing, and selling of
13 counterfeit LifeVac products harm the public interest by deceiving customers about the
14 authenticity, origins, and sponsorship of the products.

15 85. Defendants' advertising, marketing, offering, distributing, and selling of
16 counterfeit LifeVac products directly and proximately causes harm to and tarnishes Plaintiffs'
17 reputations and brands, and damages their business and property interests and rights.

18 86. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and to
19 recover from Defendants their attorneys' fees and costs. LifeVac further seeks to recover from
20 Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its
21 actual damages, trebled, regarding Defendants' activities involving the sale of counterfeit
22 products.

FIFTH CLAIM

(by Amazon.com Services LLC³ against all Defendants)
Breach of Contract

25 87. Plaintiff Amazon incorporates by reference the allegations of the preceding
26 paragraphs as though set forth herein.

³ For the Fifth Claim only, “Amazon” shall refer to Amazon.com Services LLC only.

1 88. Defendants established Amazon selling accounts and entered into Amazon's
2 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also
3 contractually agreed to be bound by the policies incorporated by reference into the BSA,
4 including Amazon's Anti-Counterfeiting Policy and other policies as maintained on the Amazon
5 seller website.

6 89. Amazon performed all obligations required of it under the terms of the contract
7 with Defendants or was excused from doing so.

8 90. Defendants' sale and distribution of counterfeit LifeVac products materially
9 breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things,
10 Defendants' conduct constitutes infringement and misuse of the IP rights of LifeVac.

11 91. In furtherance of their sale and distribution of counterfeit LifeVac products,
12 certain Defendants further breached the BSA and its incorporated policies by submitting falsified
13 documents to Amazon in order to obtain approval to sell the products in the Amazon Store, and
14 submitted falsified documents to Amazon again after their Selling Accounts were suspended in
15 an effort to have their Accounts reinstated.

16 92. Likewise, in furtherance of their counterfeiting activities, certain Defendants
17 materially breached the BSA and its incorporated policies by providing Amazon with false,
18 fraudulent, or otherwise inaccurate identification, contact, and/or banking information in
19 connection with their Selling Accounts, and by failing to update that information such to cure its
20 inaccuracies.

21 93. Defendants' breaches have caused significant harm to Amazon, and Amazon is
22 entitled to damages in an amount to be determined.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

25 A. That the Court enter an order permanently enjoining Defendants, their officers,
26 agents, representatives, servants, employees, successors, assigns, and all others in active concert
27 or participation with them, from:

- (i) selling products in Amazon's stores;
- (ii) selling products to Amazon or any affiliate;
- (iii) opening or attempting to open any Amazon selling accounts;
- (iv) importing, manufacturing, producing, distributing, circulating, offering to sell, selling, advertising, promoting, or displaying any product or service using any simulation, reproduction, counterfeit, copy, or colorable imitation of LifeVac's brand or trademarks, or which otherwise infringes LifeVac's IP, on any platform or in any medium; and
- (v) assisting, aiding, or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (i) through (iv) above;

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and

14 permitting destruction of all counterfeit and infringing products bearing the LifeVac Trademark
15 or that otherwise infringe LifeVac's IP, and any related materials, including business records and
16 materials used to reproduce any infringing products, in Defendants' possession or under their
17 control;

18 D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and
19 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'
20 unlawful activities;

21 E. That the Court enter an order requiring Defendants to pay all general, special, and
22 actual damages which LifeVac has sustained, or will sustain as a consequence of Defendants'
23 unlawful acts, plus Defendants' profits from the unlawful conduct described herein, together
24 with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided
25 for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's
26 damages, plus Defendants' profits, related to Defendants' activities involving the sale of

1 counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW
2 19.86.020, or otherwise allowed by law;

3 F. That the Court enter an order requiring Defendants to pay the maximum amount
4 of prejudgment interest authorized by law;

5 G. That the Court enter an order requiring Defendants to pay the costs of this action
6 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by
7 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

8 H. That the Court enter an order requiring that identified financial institutions
9 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting
10 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment
11 in this case; and

12 I. That the Court grant Plaintiffs such other, further, and additional relief as the
13 Court deems just and equitable.

14
15 DATED this 6th day of November, 2023.

16 DAVIS WRIGHT TREMAINE LLP
17 Attorneys for Plaintiffs

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SCHEDULE 1**SELLING ACCOUNT 1:**

Selling Account Name: A-Ish*

Dates of Known Sales of Infringing Products: May 15, 2023 – May 30, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Blue Travel Kit - Choking Rescue Device, Portable Suction First Aid Kit for Kids and Adults, Airway Suction Device for Children ASIN ¹ : B0BJ7JHTP1 | <ul style="list-style-type: none"> On or about May 17, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 2:

Selling Account Name: Ayyana Marketing Corporation

Dates of Known Sales of Infringing Products: May 2, 2023 – June 1, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 2, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

¹ ASIN is an abbreviation of “Amazon Standard Identification Number,” which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification purposes.

* Selling Accounts marked with (*) distributed counterfeit products into Washington State.

SELLING ACCOUNT 3:

Selling Account Name: Badar Trader LLC

Dates of Known Sales of Infringing Products: April 17, 2023 – May 26, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 16, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 4:

Selling Account Name: Beyoundcart LLC*

Dates of Known Sales of Infringing Products: May 8, 2023 – May 16, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 16, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 5:

Selling Account Name: Big Velo Mart

Dates of Known Sales of Infringing Products: April 28, 2023 – May 5, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 6:

Selling Account Name: Birlasstocks LLC

Dates of Known Sales of Infringing Products: April 28, 2023 – May 8, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 7:

Selling Account Name: CNB Mart LLC*

Dates of Known Sales of Infringing Products: April 28, 2023 – May 21, 2023

| Purported Product | Confirmation of Counterfeit |
|--|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 8:

Selling Account Name: Cross Continental Trading LLC

Dates of Known Sales of Infringing Products: May 2, 2023 – May 10, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 2, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 9:

Selling Account Name: Discovers Store

Dates of Known Sales of Infringing Products: April 21, 2023 – May 23, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 10:

Selling Account Name: Economise LLC Store*

Dates of Known Sales of Infringing Products: April 28, 2023 – June 18, 2023

| Purported Product | Confirmation of Counterfeit |
|--|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 11:

Selling Account Name: Everyday Seller Mart

Dates of Known Sales of Infringing Products: April 24, 2023 – May 11, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 12:

Selling Account Name: Goerge Chain Supplier

Dates of Known Sales of Infringing Products: January 5, 2023 – June 5, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 16, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 13:

Selling Account Name: Hack on Tech

Dates of Known Sales of Infringing Products: May 14, 2023 – June 6, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 17, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 14:

Selling Account Name: Herbert Store LLC*

Dates of Known Sales of Infringing Products: April 3, 2023 – April 28, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 15:

Selling Account Name: Inkspot*

Dates of Known Sales of Infringing Products: May 16, 2023 – June 5, 2023

| Purported Product | Confirmation of Counterfeit |
|--|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about May 17, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 16:

Selling Account Name: Irfan Zone LLC*

Dates of Known Sales of Infringing Products: October 11, 2022 – March 15, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 13, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 17:

Selling Account Name: Kashifhahz LLC1*

Dates of Known Sales of Infringing Products: May 28, 2023 – June 17, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 18:

Selling Account Name: KlickNGo LLC*

Dates of Known Sales of Infringing Products: April 28, 2023 – May 28, 2023

| Purported Product | Confirmation of Counterfeit |
|--|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on information provided by LifeVac. |

SELLING ACCOUNT 19:

Selling Account Name: Lucky's Mart

Dates of Known Sales of Infringing Products: April 28, 2023 – May 30, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 20:

Selling Account Name: Mamozaï Store

Dates of Known Sales of Infringing Products: April 28, 2023 – May 11, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 21:

Selling Account Name: Manomust

Dates of Known Sales of Infringing Products: May 17, 2023 – May 21, 2023

| Purported Product | Confirmation of Counterfeit |
|--|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about May 17, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 22:

Selling Account Name: Maxamillion LLC*

Dates of Known Sales of Infringing Products: April 27, 2023 – June 10, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 23:

Selling Account Name: M-Ecom LLC*

Dates of Known Sales of Infringing Products: April 21, 2023 – May 3, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 24:

Selling Account Name: MPM Marketplace LLC*

Dates of Known Sales of Infringing Products: March 14, 2023 – April 12, 2023

| Purported Product | Confirmation of Counterfeit |
|--|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about March 14, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Yellow Travel Kit ASIN: B07L9MBLYP | <ul style="list-style-type: none"> On or about April 10, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 25:

Selling Account Name: New Era Fashions

Dates of Known Sales of Infringing Products: April 28, 2023 – May 1, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 1, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 26:

Selling Account Name: Next Step Ecomm*

Dates of Known Sales of Infringing Products: April 2, 2023 – May 22, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 27:

Selling Account Name: P Rayne

Dates of Known Sales of Infringing Products: April 27, 2023 – May 6, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 28:

Selling Account Name: Rayyan E-Com

Dates of Known Sales of Infringing Products: April 10, 2023 – June 5, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 15, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 29:

Selling Account Name: Royago*

Dates of Known Sales of Infringing Products: May 1, 2023 – June 22, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 1, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 30:

Selling Account Name: Royal Made.*

Dates of Known Sales of Infringing Products: April 28, 2023 – June 18, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 31:

Selling Account Name: RShopps

Dates of Known Sales of Infringing Products: May 13, 2023 – June 7, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 16, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on information provided by LifeVac. |

SELLING ACCOUNT 32:

Selling Account Name: Ryan E-Shop Store*

Dates of Known Sales of Infringing Products: May 1, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 1, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 33:

Selling Account Name: Sam,s Online

Dates of Known Sales of Infringing Products: May 10, 2023 – June 1, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 16, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 34:

Selling Account Name: Shop Kato Here LLC

Dates of Known Sales of Infringing Products: May 1, 2023 – May 20, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 1, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on information provided by LifeVac. |

SELLING ACCOUNT 35:

Selling Account Name: SoCal Smart Solutions

Dates of Known Sales of Infringing Products: May 1, 2023 – May 4, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 1, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on information provided by LifeVac. |

SELLING ACCOUNT 36:

Selling Account Name: Spotty's Marketplace*

Dates of Known Sales of Infringing Products: March 2, 2023 – March 29, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 2, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 37:

Selling Account Name: Ubaidlla LLC4

Dates of Known Sales of Infringing Products: April 16, 2023 – May 7, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 38:

Selling Account Name: Woogle Trade*

Dates of Known Sales of Infringing Products: April 10, 2023 – May 13, 2023

| Purported Product | Confirmation of Counterfeit |
|---|---|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about May 2, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |

SELLING ACCOUNT 39:

Selling Account Name: Zayankhan

Dates of Known Sales of Infringing Products: April 28, 2023 – May 3, 2023

| Purported Product | Confirmation of Counterfeit |
|---|--|
| LifeVac Choking Rescue Device for Kids and Adults Portable Airway Assist Device First Aid Choking Device for Kids and Adults Home Kit ASIN: B017J293OU | <ul style="list-style-type: none"> On or about April 28, 2023, LifeVac conducted a test purchase of the listed product sold by the Selling Account. LifeVac received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from LifeVac's authentic product and packaging. |